

EXHIBIT F

DEPOSITION OF PETER QUINLAN SCOTT

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA

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4
5 CRUMP INSURANCE SERVICES, INC.,

6 Plaintiff,

7 vs.

No. C-07-4636 MMC

8 MICHAEL P. McGRATH, an individual,
9 ALL RISKS, LTD., a corporation,
and Does 1 through 50, inclusive,

10 Defendants.
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14 Deposition of

15 PETER QUINLAN SCOTT

16 Friday, April 4, 2008
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23

24 REPORTED BY: JEANNETTE SAMOULIDES, CSR NO. 5254
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1 Q. So how long have you been in the casualty
2 broker industry?

3 A. 1985.

4 Q. And the first position was with whom?

5 A. Alexander Howden.

6 Q. Okay. Give me a little bit of background,
7 if you would, in terms of your educational --

8 A. I went to Dawson College in Montreal,
9 Canada, and from there I went to work in London at
10 Alexander Howden in a training program.

11 Q. Okay.

12 A. And then started in the insurance business
13 with them, with Alexander Howden.

14 Q. In 1985?

15 A. Yes.

16 Q. Okay. And when did you graduate from
17 Dawson College?

18 A. I didn't. I went into the insurance
19 business.

20 Q. Okay. Do you have any licenses or any
21 other degrees or certifications?

22 A. I have insurance licenses.

23 Q. Okay. So take me through how it would
24 work -- and again, I'm focusing at this point on
25 Tri-City -- in terms of a retailer coming to you

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1 requesting that you submit a proposal? How does that
2 work?

3 A. The retailer would phone you up and say
4 that they need assistance with a certain coverage,
5 and you let them know if you could help them or not.

6 Q. Okay. So what type of information would
7 they gave you?

8 A. A submission.

9 Q. Okay. And is this in writing?

10 A. Yes.

11 Q. Okay. And it has things like what?

12 A. Application; loss information; brochure,
13 if applicable; financials; underlying program if it's
14 an umbrella; general information about an insured.

15 Q. Does it have information concerning the
16 amount that they're willing to pay in terms of a
17 premium?

18 A. In some cases.

19 Q. Does it have the policy expiration date of
20 their current policy?

21 A. The accord application has the policy
22 period on it.

23 Q. The what accord?

24 A. Application has the policy period on it.

25 Q. And that is an application that was given

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1 to you by a retailer?

2 A. Yes.

3 Q. So you get all your information from this
4 retailer; is that fair?

5 A. From a retailer, yes.

6 Q. Okay. And then you have direct contact
7 with potential carriers that you work with?

8 A. Yes.

9 Q. Okay. And then do you take that
10 information and verbally communicate that to
11 potential carriers or do you do it in writing?

12 A. In writing.

13 Q. Okay. And what is that process called, if
14 anything?

15 A. Submitting a submission to an insurance
16 carrier.

17 Q. Okay. And then you get a response back
18 from the insurance carrier?

19 A. Yes.

20 Q. Okay. And then what do you do with that
21 information?

22 A. You give the information to the retail
23 broker.

24 Q. And then what occurs next in this process?

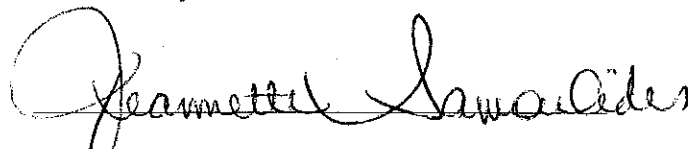
25 A. Of obtaining a quotation or -- what's your

DEPOSITION OF PETER QUINLAN SCOTT

1 I, the undersigned, a Certified Shorthand
2 Reporter in the State of California, hereby certify
3 that the witness (if applicable) in the foregoing
4 deposition was by me duly sworn to testify to the
5 truth, the whole truth, and nothing but the truth in
6 the within-entitled cause; that said proceeding was
7 taken at the time and place therein stated; that the
8 testimony of said witness was reported by me, a
9 disinterested person, and was thereafter transcribed
10 under my direction into typewriting; that the
11 foregoing is a full, complete, and true record of the
12 said testimony; and that the witness (if applicable)
13 was informed of his/her opportunity to read and, if
14 necessary, correct said deposition and to subscribe
15 the same.

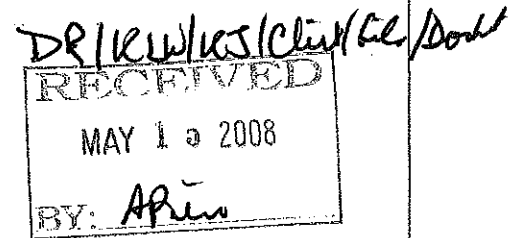
16 I further certify that I am not of counsel
17 or attorney for either or any of the parties in the
18 foregoing proceedings and caption named, or in any
19 way interested in the outcome of the cause named in
20 said caption.

21
22 Date: April 16, 2008

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24 

25 JEANNETTE SAMOULIDES, CSR #5254

EXHIBIT G



DOUGLAS W. STERN (BAR NO. 82973)
FULBRIGHT & JAWORSKI L.L.P.
 555 South Flower Street
 Forty-First Floor
 Los Angeles, CA 90071
 Telephone: (213) 892-9200
 Facsimile: (213) 892-9494
 Email: dstern@fulbright.com

Attorneys for Plaintiff CRUMP INSURANCE
 SERVICES, INC.

IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

CRUMP INSURANCE SERVICES, INC.,
 Plaintiff,
 v.
 MICHAEL P. MCGRATH, an individual, ALL
 RISKS, LTD., a corporation, and Does 1 through
 50, inclusive,
 Defendants.

Civil Action No. C-07-4636 MMC
**PLAINTIFF CRUMP INSURANCE
 SERVICES' REQUEST FOR
 PRODUCTION OF DOCUMENTS
 TO ALL RISKS, LTD., SET TWO
 [F.R.C.P. 34]**

PROPOUNDING PARTY: CRUMP INSURANCE SERVICES, INC.
RESPONDING PARTY: ALL RISKS, LTD.
SET NO: TWO

Pursuant to Rule 34 of the Federal Rules of Civil Procedure ("F.R.C.P."), Plaintiff hereby
 demands that Defendant All Risks, Ltd. produce for inspection and copying at the offices of
 Fulbright & Jaworski, 555 South Flower Street, 41st Floor, Los Angeles, CA 90071 on or before
 June 16, 2008, at 10:00 a.m., all documents in its possession, custody or control that are identified
 below.

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Definitions

- 1 1. The terms "YOU" or "YOUR" shall mean All Risks, Ltd.
- 2 2. The term "document" is defined to be synonymous in meaning and equal in scope
- 3 to the usage of the term in Rule 34(a) of the Federal Rules of Civil Procedure. Not by way of
- 4 limitation, but instead as examples, this means any papers or writings, including drafts, and any
- 5 mechanical or electronic recordings or records of any kind in YOUR possession, custody or under
- 6 YOUR control or of which YOU have knowledge, wherever located, whether an original or a
- 7 copy, including agreements, applications, financial statements, invoices, minutes, memoranda,
- 8 notes, records, interoffice communications, tape or other recordings, microfilm, microfiche,
- 9 telegrams, letters, photographs, handwritten notes, drawings, specifications, data, reports, printed
- 10 matters, publications, computer discs, computer tapes, computer files, offers, binders, proposals
- 11 or statements. Any copy contained thereon or attached thereto, any alterations, notes, comments,
- 12 or other material not included in the originals or copies referred to in the preceding sentence, shall
- 13 be deemed a separate document within the foregoing definition.
- 14 3. The term "concerning" means relating to, referring to, describing, evidencing or
- 15 constituting.
- 16 4. The term "including" means including without limitation.
- 17 5. The term "person" means any natural person or any business, legal or
- 18 governmental entity or association.
- 19 6. The term "communication" means the transmittal of information (in the form of
- 20 facts, ideas, inquiries or otherwise).
- 21 7. The term "electronically stored information" is defined to be synonymous in
- 22 meaning and equal in scope to the usage of the term in F.R.C.P. Rule 34(a). Not by way of
- 23 limitation, but instead as examples, this means any writings, including drafts, drawings, graphs,
- 24 charts, photographs, sound recordings, images, and other data or data compilations stored in any
- 25 medium from which information can be in YOUR possession, custody or under YOUR control or
- 26 of which YOU have knowledge, wherever located, whether an original or a copy. Any copy
- 27 contained thereon or attached thereto, any alterations, notes, comments, or other material not
- 28 70305982.1

1 included in the originals or copies referred to in the preceding sentence, shall be deemed a
 2 separate document within the foregoing definition.

3 Interpretation and Construction

4 8. The use of the singular form of any word includes the plural and vice versa.

5 9. The term "any" means and shall be construed as "each and every" as necessary to
 6 make the request inclusive rather than exclusive.

7 10. The terms "and" and "or" shall be construed either disjunctively or conjunctively
 8 as necessary to bring within the scope of the discovery request all responses that might otherwise
 9 be construed to be outside of its scope.

10 11. The terms "all" and "each" shall be construed as all and each.

11 Instructions

12 12. This request is a continuing one, and YOU are under a continuing duty to correct
 13 YOUR responses pursuant to F.R.C.P. Rule 26(e).

14 13. In producing documents, YOU are requested to furnish all documents known or
 15 available to You regardless of whether these documents are possessed directly by YOU, or are in
 16 custody or control of YOU or YOUR agents, employees, representatives or investigators.

17 14. If any document is withheld or communication not identified because of a claim of
 18 privilege or work product, YOU must produce a log which states:

- 19 1. the nature of the privilege being claimed and;
- 20 2. unless divulgence of such information would cause disclosure of allegedly
 21 privileged information:
 - 22 (i) the type of document;
 - 23 (ii) the general subject matter of the document;
 - 24 (iii) the date of the document; and
 - 25 (iv) such other information as is sufficient to identify the document for a
 26 subpoena duces tecum, including, where appropriate, the author of
 27 the document, the addressee of the document, and, where not
 28 apparent, the relationship of the author to the addressee, and the
 names of all entities that received a copy of the document.

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1 15. Unless otherwise instructed, the documents requested herein encompass the entire
2 time period from January 1, 2007, through and including September 1, 2007.

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4 16. All objections and responses to the document requests herein shall be made in
5 writing and delivered to the offices of Fulbright & Jaworski L.L.P., 555 South Flower Street, Los
6 Angeles, California 90071 (attention Douglas W. Stern), within the time period specified by
7 F.R.C.P. 34(b)(2)(A).

8 17. Documents produced in response to this request shall be produced in the order in
9 which they are kept in the usual course of business, with all identifying folders, file labels and file
10 drawer or box labels intact.

11 18. To the extent that YOU have in YOUR possession, custody or control more than
12 one copy of any particular responsive document, YOU shall produce each and every copy thereof.

13 **Documents Requested**

14 31. All documents, communications, and electronic mail that announce Michael P.
15 McGrath's change in employment to All Risks, Ltd.

16 32. All documents, communications, and electronic mail making an announcement to
17 any person at Woodruff Sawyer & Company about Michael P. McGrath's business affiliation,
18 which were made between May 1, 2007 and September 1, 2007.

19 33. All documents, communications, and electronic mail making an announcement to
20 any person at HUB International about Michael P. McGrath's business affiliation, which were
21 made between May 1, 2007 and September 1, 2007.

22 34. All phone records of calls made or received by Michael P. McGrath from All
23 Risks' offices between June 4, 2007 and June 30, 2007.

24 35. All documents, communications, electronic mail, and phone records that reflect
25 conversations between Michael P. McGrath and Cindy Marty from April 1, 2007 through June
26 30, 2007.

27 36. Any communications between Michael P. McGrath and Woodruff Sawyer &
28 Company from June 3, 2007 through June 11, 2007.

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1 37. Any communications between Michael P. McGrath and HUB International from
2 June 3, 2007 through June 11, 2007.

3 38. All documents, communications, and electronic mail referring or relating to
4 YOUR seeking business from a former or current client or customer of Crump Insurance
5 Services.

6
7
8 Dated: May 12, 2008

DOUGLAS W. STERN
FULBRIGHT & JAWORSKI L.L.P.

9
10 By 
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DOUGLAS W. STERN
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PROOF OF SERVICE

I, Martha Delgado, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 555 South Flower Street, Forty-First Floor, Los Angeles, California 90071. On May 13, 2008, I served a copy of the within document(s): **PLAINTIFF CRUMP INSURANCE SERVICES' REQUEST FOR PRODUCTION OF DOCUMENTS TO ALL RISKS, LTD., SET TWO.**

(BY FACSIMILE) I caused said document to be transmitted electronically to the interested parties at the facsimile numbers as stated above.

X (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing affidavit.

(BY FEDERAL EXPRESS) I caused the aforementioned document to be placed in an envelope or package designated by Federal Express, with delivery fees fully paid and addressed as stated above.

(BY PERSONAL SERVICE) I caused the aforementioned document to be personally served at the office of interested parties as stated above.

Stephen J. Hirschfeld, Esq.
Donna M. Rutter, Esq.
Zachary P. Hutton, Esq.
CURIALE DELLAVERSON HIRSCHFELD & KRAEMER, LLP
727 Sansome Street
San Francisco, CA 94111
Telephone: (415) 835-9000
Facsimile: (415) 834-0443

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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- 1 -

1 I declare that I am employed in the office of a member of the bar of this court at whose
2 direction the service was made.

3 Executed on May 13, 2008, at Los Angeles, California.

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6 Martha Delgado
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EXHIBIT H

CURIALE DELLAVERSON HIRSCHFELD & KRAEMER, LLP
ATTORNEYS AT LAW
SAN FRANCISCO

STEPHEN J. HIRSCHFELD (SBN 118068)
DONNA M. RUTTER (SBN 145704)
KRISTEN L. WILLIAMS (SBN 232644)
CURIALE DELLAVERSON HIRSCHFELD
& KRAEMER, LLP
727 Sansome Street
San Francisco, CA 94111
Telephone: (415) 835-9000
Facsimile: (415) 834-0443

Attorneys for Defendants
MICHAEL P. MCGRATH and ALL RISKS, LTD.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

CRUMP INSURANCE SERVICES, INC.,

Plaintiff,

vs.

MICHAEL P. MCGRATH, an individual,
ALL RISKS, LTD., a corporation, and
Does 1 through 50, inclusive,

Defendants.

Case No. C-07-4636 MMC

**DEFENDANT ALL RISKS, LTD'S
RESPONSE TO PLAINTIFF'S CRUMP
INSURANCE'S REQUEST FOR
PRODUCTION OF DOCUMENTS
[F.R.C.P. 34]**

PROPOUNDING PARTY: Plaintiff, CRUMP INSURANCE SERVICES

RESPONDING PARTY: Defendant, ALL RISKS, LTD.

SET NUMBER: TWO (2)

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

Defendant All Risks, Ltd. ("Defendant") hereby responds to Plaintiff Crump Insurance Services ("Plaintiff") Request for Production of Documents (Set Two). The following responses and objections are made solely for the purposes of this action. Each response is subject to all objections as to competence, relevance, materiality, propriety, admissibility, and any and all other objections and grounds that would require the exclusion of any statement, if any statements Contained herein were made by a witness present and testifying in court, all of which objections

1 and grounds are reserved and may be interposed at the time of trial.

2 Defendant's discovery and investigation has proceeded with diligence but it is,
3 nevertheless, incomplete and continuing. Accordingly, the following responses represent
4 Defendant's current knowledge based on information reasonably available to it, and are as
5 complete as Defendant is now required by law and is able to give. The responses do not,
6 however, contain other facts which may be obtained through ongoing factual investigation,
7 review, analysis, discovery and trial preparation. To the extent these Requests may be construed
8 as requesting more detail, or to the extent Plaintiff contends Defendant's responses are inadequate
9 or incomplete, Defendant objects on the grounds that any further responses at this time would be
10 unduly burdensome, oppressive and require a degree of completeness not required by law.
11 Defendant reserves its right to present additional evidence at trial based on information
12 subsequently obtained or evaluated.

13 Except for explicit facts submitted herein, no incidental or implied admissions are
14 intended hereby. The fact that Defendant has answered or objected to any Request for Production
15 or part thereof should not be taken as an admission that Defendant accepts or admits the existence
16 of any facts set forth or assumed by such Request Production and that such answer or objection
17 constitutes admissible evidence. The fact that Defendant has answered part or all of any Request
18 for Production is not intended, and shall not be construed, to be a waiver by Defendant of all or
19 any part of any objection to any Request for Production.

20 To the extent that any or all of the Requests call for information or material which was
21 prepared in anticipation of litigation or for trial or for information or material covered by the
22 attorney-client privilege or attorney work-product doctrine or which constitutes information or
23 material which is privileged or related to confidential trade secrets or privacy (including freedom
24 of association and financial privacy), Defendant objects to each and every such Request for
25 Production and thus will not supply or render any information or material protected from
26 discovery by virtue of the work-product doctrine, the attorney-client privilege, or trade secret
27 and/or privacy privileges.

28 ///

The above-stated objections are hereby made applicable to each and all of these Requests for Production and are hereby, as to each and all of them, incorporated by reference as if fully set forth therein.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 31:

All documents, communications, and electronic mail that announce Michael P. McGrath's change in employment to All Risks, Ltd.

RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

Defendant objects to this request as overly broad as to the time and scope. Defendant further objects that this response seeks to violate constitutional, statutory, and/or common law privacy rights of third parties not party to this litigation. Subject to and without waiving the foregoing, Defendant All Risks responds as follows: Defendant All Risks has produced all documents responsive to this request as they relate to announcements to all retailers in its possession, custody, or control that it deems are responsive to this request for the time period of McGrath's first month at All Risks (i.e. through the final business day of June 2007 -- June 29th) on June 10, 2008 at the deposition of Mr. Cortezi.

REQUEST FOR PRODUCTION NO. 32:

All documents, communications, and electronic mail making an announcement to any person at Woodruff Sawyer & Company about Michael P. McGrath's business affiliation, which were made between May 1, 2007 and September 1, 2007.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

Defendant objects to this request as overly broad. Defendant objects to this request as it seeks confidential, proprietary or trade secret information. Defendant further object that this response seeks to violate constitutional, statutory, and/or common law privacy rights of third parties not party to this litigation. Subject to and without waiving the foregoing, Defendant All Risks responds as follows: Defendant All Risks has produced all documents responsive to this request in its possession, custody, or control that it deems are responsive to this request for the

1 time period of McGrath's first month at All Risks (i.e. through the final business day of June
2 2007 – June 29th) on June 10, 2008 at the deposition of Mr. Cortezi.

3 **REQUEST FOR PRODUCTION NO. 33:**

4 All documents, communications, and electronic mail making an announcement to any
5 person at HUB International about Michael P. McGrath's business affiliation, which were made
6 between May 1, 2007 and September 1, 2007.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 33:**

8 Defendant objects to this request as overly broad. Defendant objects to this request as it
9 seeks confidential, proprietary or trade secret information. Defendant further object that this
10 response seeks to violate constitutional, statutory, and/or common law privacy rights of third
11 parties not party to this litigation. Subject to and without waiving the foregoing, Defendant All
12 Risks responds as follows: Defendant All Risks has produced all documents responsive to this
13 request in its possession, custody, or control that it deems are responsive to this request for the
14 time period of McGrath's first month at All Risks (i.e. through the final business day of June
15 2007 – June 29th) on June 10, 2008 at the deposition of Mr. Cortezi.

16 **REQUEST FOR PRODUCTION NO. 34:**

17 All phone records of calls made or received by Michael P. McGrath from All Risks'
18 offices between June 4, 2007 and June 30, 2007.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 34:**

20 Defendant objects to this request as overly broad. Defendant objects to this request as it
21 seeks confidential, proprietary or trade secret information. Defendant further object that this
22 response seeks to violate constitutional, statutory, and/or common law privacy rights of third
23 parties not party to this litigation.

24 **REQUEST FOR PRODUCTION NO. 35:**

25 All documents, communications, electronic mail, and phone records that reflect
26 conversations between Michael P. McGrath and Cindy Marty from April 1, 2007 through June
27 30, 2007.

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RESPONSE TO REQUEST FOR PRODUCTION NO. 35:

Defendant objects to this request as overly broad and unduly burdensome. Defendant further objects that this response seeks to violate constitutional, statutory, and/or common law privacy rights of third parties not party to this litigation.

REQUEST FOR PRODUCTION NO. 36:

Any communications between Michael P. McGrath and Woodruff Sawyer & Company from June 3, 2007 through June 11, 2007.

RESPONSE TO REQUEST FOR PRODUCTION NO. 36:

Defendant objects to this request as overly broad and unduly burdensome. Defendant objects to this request as it seeks information that is neither relevant to this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request as it seeks confidential, proprietary or trade secret information. Defendant further objects that this response seeks to violate constitutional, statutory, and/or common law privacy rights of third parties not party to this litigation.

REQUEST FOR PRODUCTION NO. 37:

Any communications between Michael P. McGrath and HUB International from June 3, 2007 through June 11, 2007.

RESPONSE TO REQUEST FOR PRODUCTION NO. 37:

Defendant objects to this request as overly broad and unduly burdensome. Defendant objects to this request as it seeks information that is neither relevant to this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this request as it seeks confidential, proprietary or trade secret information. Defendant further objects that this response seeks to violate constitutional, statutory, and/or common law privacy rights of third parties not party to this litigation.

REQUEST FOR PRODUCTION NO. 38:

All documents, communications and electronic mail referring or relating to YOUR seeking business from a former or current client or customer of Crump Insurance Services.

///

RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

Defendant objects to this request as overly broad as time and scope and unduly burdensome. Defendant objects to this request as it seeks information that is neither relevant to this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request as vague and ambiguous as to the phrase "seeking business from a former or current client or customer of Crump Insurance Services" making a response impossible without speculation as to the true meaning of the phrase or whether Defendant is actually aware of Crump's clients or customers. Defendant objects to this request as it seeks confidential, proprietary or trade secret information. Defendant further objects that this response seeks to violate constitutional, statutory, and/or common law privacy rights of third parties not party to this litigation.

Dated: June 12, 2008

CURIALE DELLAVERSON HIRSCHFELD
& KRAEMER, LLP

By: Kristen L. Williams
 Stephen J. Hirschfeld
 Donna M. Rutter
 Kristen L. Williams
 Attorneys for Defendants
 MICHAEL P. MCGRATH and ALL RISKS,
 LTD.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I am a resident of the United States and a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 727 Sansome Street, San Francisco, California 94111. On June 12, 2008, I served the following document(s) by the method indicated below:

DEFENDANT ALL RISKS, LTD'S RESPONSE TO PLAINTIFF'S CRUMP INSURANCE'S REQUEST FOR PRODUCTION OF DOCUMENTS, SET TWO [F.R.C.P. 34]



by transmitting **via facsimile** on this date from fax number (415) 834-0443 the document(s) listed above to the fax number(s) set forth below. The transmission was completed before 5:00 p.m. and was reported complete and without error. Service by fax was made by agreement of the parties, confirmed in writing. The transmitting fax machine complies with Cal. R.Ct 2003(3).



by placing the document(s) listed above in a sealed envelope(s) with postage thereon fully prepaid, in the **United States mail** at San Francisco, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited in the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.



by sending the documents electronically through email to the address listed below.



(FEDERAL) I declare under penalty of perjury that the foregoing is true and correct, and that I am employed at the office of a member of the bar of this Court at whose direction the service was made.

Mark S. Askanas
Dylan B. Carp
Tara L. Riedley
JACKSON LEWIS LLP
199 Fremont Street, 10th Floor
San Francisco, CA 94105
Tel: (415) 394-9400
Fax: (415) 394-9401

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that I am employed by an officer of a member of the bar of this Court at whose direction the service was made. Executed on June 12, 2008 at San Francisco, California.

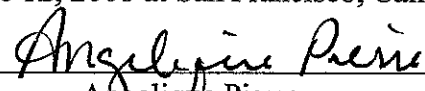

Angelique Pierre

EXHIBIT I

jackson | lewis
Attorneys at Law

Representing Management Exclus	in Workplace Law and Related Litigation		
Jackson Lewis LLP	ATLANTA, GA	LOS ANGELES, CA	SACRAMENTO, CA
199 Fremont Street	BOSTON, MA	MIAMI, FL	SAN FRANCISCO, CA
10th Floor	CHICAGO, IL	MINNEAPOLIS, MN	SEATTLE, WA
San Francisco, California 94105	DALLAS, TX	MORRISTOWN, NJ	STAMFORD, CT
Tel 415 394-9400	GREENVILLE, SC	NEW YORK, NY	WASHINGTON, DC REGION
Fax 415 394-9401	HARTFORD, CT	ORLANDO, FL	WHITE PLAINS, NY
www.jacksonlewis.com	LONG ISLAND, NY	PITTSBURGH, PA	

FAX

To: Kristen L. Williams, Esq.
Company: Curiale Dellaverson Hirschfeld & Kraemer
Fax: 415-834-0443 Tel #: 415-835-9000
From: Dylan B. Carp, Esq.
Sender: Bryana Schroder
Subject: Crump/McGrath
Date: June 20, 2008
Client/Matter #: 124452/1219
Pages: 2
Original: _____ Will Follow X Will Not Follow

MESSAGE:

Please contact BRYANA SCHRODER (415-394-9400, Ext. 6312) if there are any problems with this transmission.

Confidentiality Note: This facsimile contains privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this facsimile is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone and return the original facsimile to us at the above address via the U.S. Postal Service. Thank you.

Representing Management Exclusively in Workplace Law and Related Litigation

jackson lewis
Attorneys at Law

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www.jacksonlewis.com

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LAS VEGAS, NV	PITTSBURGH, PA	

June 20, 2008

VIA FACSIMILE

Kristen L. Williams, Esq.
Curiale Dellaverson Hirschfeld & Kraemer, LLP
727 Sansome Street
San Francisco, CA 9111

Re: Crump Insurance Services, Inc. v. McGrath,
N.D. Cal. Case No. C-07-4636 MMC

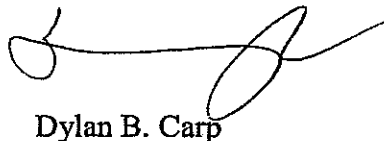
Dear Ms. Williams:

This requests a meet and confer regarding Defendant All Risks, LTD's Response to Plaintiff's Request for Production of Documents, Set 2, RFP Nos. 36 and 37. These requests seek communications between McGrath and Woodruff Sawyer & Company and HUB International from June 3 through June 11, 2007. These are not overly broad because this is the pertinent time period for Plaintiff's allegations that McGrath used confidential Crump information to solicit business on behalf of All Risks. We doubt that locating and producing all responsive documents would be unduly burdensome. The parties have negotiated a protective order to govern the discovery of confidential and proprietary information. Please provide us with a log for any documents or information responsive to this request that you are withholding or redacting. We suspect that any valid privacy objection would be outweighed by our need to know the information.

We would like to discuss this issue when we discuss the other issues addressed in our correspondence over the last few days.

Very truly yours,

JACKSON LEWIS LLP



Dylan B. Carp

DBC/BCS

EXHIBIT J

CURIALE
DELLAVERSON
HIRSCHFELD
& KRAEMER
LLP

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FAX
(415) 834-0443

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SUITE 550 EAST TOWER
SANTA MONICA
CALIFORNIA
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TELEPHONE
(310) 255-0705
FAX
(310) 255-0986

RENO
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RENO
NEVADA
89511
TELEPHONE
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FAX
(775) 827-9256

E-MAIL
info@cdhklaw.com
WEB SITE
www.cdhklaw.com

June 23, 2008

KRISTEN L. WILLIAMS
Direct Dial: (415) 835-9051
kwilliams@cdhklaw.com

VIA FACSIMILE (415) 394-9401

Dylan B. Carp, Esq.
Jackson Lewis LLP
199 Fremont Street, 10th Floor
San Francisco, CA 94105

Re: Crump Insurance v. All Risks, Ltd. & Michael McGrath

Dear Mr. Carp:

This letter is in response to your June 20th letter requesting to meet and confer as to Defendant All Risks' responses to Plaintiff's Request for Production Nos. 36 and 37.

Defendant will not be producing documents responsive to this request. Defendant has already produced all announcement emails between McGrath and representatives of Woodruff Sawyer and/or HUB International for the time period of June 4, 2008 through June 29, 2008 – these are the communications that go to the heart of Plaintiff's claims. All other communications between McGrath and a HUB or Woodruff representative beyond McGrath's announcement regarding his change in employment is irrelevant to Plaintiff's claims and is clearly overly broad. As such, Plaintiff's request for additional communications that would be encompassed by Request for Production Nos. 36 and 37 seek confidential, proprietary, and trade secret information (i.e., the terms and conditions of the agreements reached between HUB/Woodruff and All Risks). Not only is this information confidential and proprietary to All Risks it is also confidential and proprietary to HUB International and Woodruff Sawyer.

Very truly yours,

Kristen L. Williams
Kristen L. Williams

KLW/ap

**CURIALE DELLAVERSON HIRSCHFELD &
KRAEMER, LLP**

FACSIMILE TRANSMITTAL SHEET

DATE: June 23, 2008

To:

Dylan B. Carp
JACKSON LEWIS LLP

FAX No.:

(415) 394-9401

PHONE No.:

(415) 394-9400

FROM: Kristen L. Williams

PHONE:

(415) 835-9051

RE: Crump v. Michael P. McGrath and All Risks, LTD

CLIENT/MATTER NUMBER: 60170.002

NUMBER OF PAGES WITH COVER PAGE: 2 Originals Will Not Follow in Regular Mail

MESSAGE:

Please see attached letter.

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Confirmation Report - Memory Send

Page : 001
Date & Time: 23-06-08 12:53pm
Line 1 : +415 834 0443
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Machine ID : CURIALE DELLAVERSON, et al.

Job number : 643
Date : 23-06 12:50pm
To : 3949401
Number of pages : 002
Start time : 23-06 12:50pm
End time : 23-06 12:51pm
Pages sent : 002
Status : OK

Job number : 643 *** SEND SUCCESSFUL ***

**CURIALE DELLAVERSON HIRSCHFELD &
KRAEMER, LLP**

FACSIMILE TRANSMITTAL SHEET

DATE: June 23, 2008

To:
Dylan B. Carp
JACKSON LEWIS LLP

FAX No.:
(415) 394-9401

PHONE No.:
(415) 394-9400

FROM: Kristen L. Williams **PHONE:** (415) 835-9051
RE: Crump v. Michael P. McGrath and All Risks, LTD

CLIENT/MATTER NUMBER: 60170.002

NUMBER OF PAGES WITH COVER PAGE: 2 **Originals Will Not Follow in Regular Mail**

MESSAGE:
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4839-1498-4124

EXHIBIT K

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA.

3 CRUMP INSURANCE SERVICES, INC., * Case No. C-07-4636 MMC

4 Plaintiff, *

5 vs. *

6 MICHAEL P. MCGRATH, an *
7 individual, ALL RISKS, LTD., a *
8 corporation, and Does 1 *
9 through 50, inclusive, *

10 Defendants. *

**CERTIFIED
COPY**

11 *****

12 VIDEO DEPOSITION OF GLENN HARGROVE

13 *****

14
15
16
17 ANSWERS AND DEPOSITION OF GLENN HARGROVE, produced as
18 a witness at the instance of the Defendants Michael P.
19 McGrath and All Risks, Ltd., taken in the above-styled and
20 -numbered cause on the 17th day of June, 2008, A.D.,
21 beginning at 11:14 a.m., before Lisa Smith, a Certified
22 Shorthand Reporter in and for the State of Texas, in the
23 offices of LBJ Corridor, located at 3010 LBJ Freeway, Suite
24 1200, Dallas, Texas, in accordance with the Federal Rules
25 of Civil Procedure and the agreement hereinafter set forth.

1 MR. ASKANAS: Can you just repeat the -- I'm
2 sorry.

3 MS. RUTTER: Sure.

4 MR. ASKANAS: Could you read the question? I
5 wasn't quite following it. Ms. Court Reporter?

6 THE REPORTER: Sure. Yes.

7 (Requested portion was read.)

8 MR. ASKANAS: Okay. You can answer the
9 question.

10 A. Some do, some don't. It's not always, but some --
11 there's a component of -- of revenue with -- with some of
12 the brokers, yes.

13 Q. (BY MS. RUTTER) And what is the determining factor
14 in terms of whether or not Crump is gonna compensate them
15 based on the percentage of revenue that they generate?

16 A. It's individual negotiations with each employee.
17 It's of how those -- those contracts are worded and how
18 they're negotiated.

19 Q. Okay. So in regards to Mr. Binkelman -- and I'm
20 not asking you for the dollar amount, but was he -- when he
21 was hired at Crump, was his compensation based on a
22 percentage of revenue that he was gonna generate for that
23 first year at Crump?

24 MR. ASKANAS: I'm gonna object and instruct
25 you not to answer the question. That's proprietary

1 information.

2 MS. RUTTER: You're instructing him not to
3 answer on the grounds of proprietary?

4 MR. ASKANAS: Confidential proprietary trade
5 secret information, yes.

6 MS. RUTTER: Is there any other grounds?

7 MR. ASKANAS: That's all I can think of right
8 now.

9 MS. RUTTER: Privacy? Are you objecting on
10 the grounds of privacy and proprietary?

11 MR. ASKANAS: If you think I should add
12 privacy to that litany, I certainly will.

13 MS. RUTTER: Okay.

14 Q. Now, Mr. Hargrove, before we broke for lunch, you
15 identified for me certain categories of information, I
16 guess, that you termed had value to Crump and I want to go
17 through that list now and make sure I understand what you
18 mean by that. The first one you identified was customer
19 list. What are you referring to there, sir?

20 A. The retailers with whom Crump did business.

21 Q. Okay. So you're referring to the actual names of
22 the retailers?

23 A. Yes.

24 Q. Okay. And the names of the retailers that the
25 brokers while working at Crump did business with?

1 STATE OF TEXAS)

2 I, Lisa Smith, a Certified Shorthand Reporter in and
3 for the State of Texas, do hereby certify that, pursuant to
4 the agreement hereinbefore set forth, there came before me
5 on the 17th day of June, A.D., 2008, at 11:14 a.m., at the
6 offices of LBJ Corridor, located at 3010 LBJ Freeway, Suite
7 1200, in the City of Dallas, State of Texas, the following
8 named person, to wit: GLENN HARGROVE, who was by me duly
9 cautioned and sworn to testify the truth, the whole truth
10 and nothing but the truth, of his knowledge touching and
11 concerning the matters in controversy in this cause; and
12 that he was thereupon carefully examined upon his oath, and
13 his examination was reduced to writing under my
14 supervision; that the deposition is a true record of the
15 testimony given by the witness, same to be sworn to and
16 subscribed by said witness before any Notary Public,
17 pursuant to the agreement of the parties; and that the
18 amount of time used by each party at the deposition is as
19 follows:

20 Ms. Rutter - 04 hours, 29 minutes,

21 Mr. Askanas - 00 hours, 00 minutes.

22 I further certify that I am neither attorney or
23 counsel for, nor related to or employed by, any of the
24 parties to the action in which this deposition is taken,
25 and further that I am not a relative or employee of any

1 attorney or counsel employed by the parties hereto, or
2 financially interested in the action.

3 I further certify that, before completion of the
4 deposition, the Deponent _____, and/or the
5 Plaintiff/Defendant _____, did _____ did not _____ request
6 to review the transcript.

7 In witness whereof, I have hereunto set my hand and
8 affixed my seal this _____ day of _____, A.D.,
9 2008

Lisa Smith

10
11 JUN 27 2008
12 LISA SMITH, CSR 7491
13 Expiration Date: 12/31/2009
14 Esquire Deposition Services
15 Firm Registration No. 286
16 1700 Pacific Avenue, Suite 4750
17 Dallas, Texas 75201
18 (214) 257-1436
19
20
21
22
23
24
25

EXHIBIT L

Defendants' Confidentiality Privacy Log
Crump Insurance v. All Risks, Ltd. Michael McGrath,
 USDC (N. Cal) CASE No. C-07-4636 MMC

Bates Range Start	Bates Range End	Document Type	Subject	Author	Recipient	Cc	Document Date	Privilege / Confidentiality / Privacy	Page Count	Location
CONFALL00001	CONFALL00002	Email string	Self Directed Broker Agreement	Lassen, Jack	Nichols, Matt; Cortez		Undated	Confidential Proprietary Information / Privacy Rights	2	Defense counsel's office
CONFALL00003	CONFALL00012	Draft Agreement	Self Directed Broker Compensation Agreement	Not Signed			7/1/2006	Confidential Proprietary Information / Privacy Rights	10	Defense counsel's office
CONFALL00013	CONFALL00015	Draft Plan	Self Directed Broker Plan	Not Signed			Undated	Confidential Proprietary Information / Privacy Rights	3	Defense counsel's office
CONFALL00016	CONFALL00048	Draft Agreement	Property Practice Leader Compensation Agreement (between All Risks and Michael McGrath)	Not Signed			Undated	Confidential Proprietary Information / Privacy Rights	33	Defense counsel's office
CONFALL00049	CONFALL00077	Agreement	Property Practice Leader Compensation Agreement (between All Risks and Michael McGrath)	All Risks			6/4/2007	Confidential Proprietary Information / Privacy Rights	29	Defense counsel's office
CONFALL00078	CONFALL00107	Draft Agreement	Property Practice Leader Compensation Agreement (between All Risks and Michael McGrath)	Not Signed			Undated	Confidential Proprietary Information / Privacy Rights	30	Defense counsel's office

Defendants' Confidentiality Privacy Log
Crump Insurance v. All Risks, Ltd. Michael McGrath,
 USDC (N. Cal) CASE No. C-07-4636 MMC

Bates Range Start	Bates Range End	Document Type	Subject	Author	Recipient	Cc	Document Date	Privilege / Confidentiality / Privacy	Page Count	Location
CONFALL00108	CONFALL00108	Email string	Agreement	Brown, George (Kramon & Graham, PA)	Cortezi, Nick	Nichols, Matt; Lassen, Jack; Andrews, Phillip (Kramon & Graham, PA)	5/31/2007	Attorney-Client & Work Product; Confidential Proprietary Information / Privacy Rights	1	Defense counsel's office
CONFALL00109	CONFALL00109	Email string	Cyndi's Agreement	Cortezi, Nick	McGrath, Michael	Andrews, Phillip (Kramon & Graham, PA); Nichols, Matt; Cortezi, Nick	5/30/2007	Attorney-Client; Confidential Proprietary Information / Privacy Rights	1	Defense counsel's office
CONFALL00110	CONFALL00110	Email string	Cyndi Agreement	Cortezi, Nick	Andrews, Phillip (Kramon & Graham, PA); Brown, George (Kramon & Graham, PA)	Nichols, Matt; Lassen, Jack; McGrath, Michael	5/31/2007	Attorney-Client; Confidential Proprietary Information / Privacy Rights	1	Defense counsel's office
CONFALL00111	CONFALL00111	Email string	Self Directed Broker Plan	Nichols, Matt	Cortezi, Nick; Lassen, Jack		5/24/2007	Confidential Proprietary Information / Privacy Rights	1	Defense counsel's office
CONFALL00112	CONFALL00112	Memo	Employment Agreement Re Cyndi Marty	Not Signed			Undated	Confidential Proprietary Information / Privacy Rights	1	Defense counsel's office
CONFALL00113	CONFALL00113	Exhibit	McGrath Agreement	Not Signed			Undated	Confidential Proprietary Information / Privacy Rights	1	Defense counsel's office
CONFALL00114	CONFALL00142	Draft Agreement	Senior Broker Compensation Agreement (between All Risks and Cyndi Marty)	Not Signed			Undated	Confidential Proprietary Information / Privacy Rights	29	Defense counsel's office

Defendants' Confidentiality Privacy Log
Crumpp Insurance v. All Risks, Ltd. Michael McGrath,
 USDC (N. Cal) CASE No. C-07-4636 MMC

Bates Range Start	Bates Range End	Document Type	Subject	Author	Recipient	Cc	Document Date	Privilege / Confidentiality / Privacy	Page Count	Location
CONFALL00143	CONFALL00163	Confidential Draft Agreement	Senior Broker Compensation Agreement (between All Risks and Cyndi Marty)	Not Signed			6/4/2007	Confidential Proprietary Information / Privacy Rights	21	Defense counsel's office
CONFALL00164	CONFALL00184	Confidential Draft Agreement	Senior Broker Compensation Agreement (between All Risks and Cyndi Marty)	Not Signed			6/4/2007	Confidential Proprietary Information / Privacy Rights	21	Defense counsel's office
CONFALL00185	CONFALL00212	Draft Agreement	Senior Broker Compensation Agreement (between All Risks and Cyndi Marty)	Not Signed			Undated	Confidential Proprietary Information / Privacy Rights	28	Defense counsel's office
CONFALL00213	CONFALL00275	Agreement	Senior Broker Compensation Agreement (between All Risks and Cyndi Marty)	All Risks			7/1/2007	Confidential Proprietary Information / Privacy Rights	63	Defense counsel's office
CONFALL00276	CONFALL00293	Draft Agreement	Senior Broker Compensation Agreement (between All Risks and Cyndi Marty)	Not Signed			Undated	Confidential Proprietary Information / Privacy Rights	18	Defense counsel's office
CONFALL00294	CONFALL00311	Draft Agreement	Senior Broker Compensation Agreement (between All Risks and Cyndi Marty)	Not Signed			Undated	Confidential Proprietary Information / Privacy Rights	18	Defense counsel's office

Defendants' Confidentiality Privacy Log
Crumpp Insurance v. All Risks, Ltd. Michael McGrath,
 USDC (N. Cal) CASE No. C-07-4636 MMC

Bates Range Start	Bates Range End	Document Type	Subject	Author	Recipient	Cc	Document Date	Privilege / Confidentiality / Privacy	Page Count	Location
CONFALL00312	CONFALL00328	Draft Agreement	Senior Broker Compensation Agreement (between All Risks and Cyndi Marty)	Not Signed			Undated	Confidential Proprietary Information / Privacy Rights	17	Defense counsel's office

EXHIBIT M

CURIALE
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HIRSCHFELD
& KRAEMER
LLP

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June 25, 2008

KRISTEN L. WILLIAMS
Direct Dial: (415) 835-9051
kwilliams@cdhklaw.com

VIA FACSIMILE & U.S. MAIL (415) 394-9401

Dylan B. Carp, Esq.
Jackson Lewis LLP
199 Fremont Street, 10th Floor
San Francisco, CA 94105

Re: **Crump Insurance v. All Risks, Ltd. & Michael McGrath**

Dear Mr. Carp:

As promised, I am enclosing the following:

1. Additional responsive document, bates numbered ALL000043;
2. Documents that have been unredacted to reveal Cyndi Marty's name, bates numbered, ALL000010, ALL000013, ALL000014, ALL000015, ALL000016, ALL000018, ALL000019, and ALL000020; and
3. Defendants' Privilege Log.

As always, please let me know if you have any questions.

Very truly yours,

Kristen L. Williams
Kristen L. Williams

KLW/ap

From: Bret Lawrence [blawrence@wsandco.com]
Sent: Thursday, June 07, 2007 7:42 AM
To: Mike McGrath
Subject: RE: Contact Information

Thanks, Mike. I'll pass this along.

Look forward to working with you soon.

Bret

-----Original Message-----

From: Mike McGrath [mailto:MMCGRATH@allrisks.com]
Sent: Wednesday, June 06, 2007 4:14 PM
To: Bret Lawrence
Subject: Contact Information

Bret:

Hope all is well. My new contact information.

All Risks of California Insurance Services, LLC
101 California St. Suite 3180
San Francisco, Ca 94111

T-415-343-2400x114

Cell -415-308-2308

****Please pass this information along to others****

Thanks and look forward to doing business in the future.

Mike

This email is intended for the addressee shown. It contains information that is confidential and protected from disclosure. Any dissemination or use of this transmission or its contents by unintended persons is strictly prohibited. If this email relates to placement of coverage through All Risks, please note that no coverage will be bound and no changes without a written "Confirmation of Insurance", Binder, Endorsement or Reinstatement from our office. Coverage cannot be assumed if you do not receive one of the aforementioned notices.

Couple of thoughts on paper.....

Regards,

Mike

Nick Cortezi <NCORTEZI@allrisks.com> wrote:

Looking forward to dinner- would you let me know Cyndi's total comp numbers so that I can work them into the equation?

Thanks,
Nick

Nick Cortezi
CEO
All Risks, Ltd.
10150 York Road, 5th Floor
Hunt Valley, MD 21030
Phone- 410-828-5810 ext. 3013
Fax- 410-828-8179
ncortezi@allrisks.com

From: Michael McGrath [mailto:mcgrath.m@sbcglobal.net]

Sent: Monday, May 07, 2007 2:52 PM

To: Nick Cortezi

Subject:

Nick

Good to go with Cyndi on the 16th at Cosmo's -Gish.
Couple of items

Years-5 year firm/6 preferred(my own comfort)

If bought out I can cash out.(paid in full)

Deferred compensation(you have the amount and shares of current company**need to consider**

Not interested in taking a cut in pay. The latter amount suggested is min. on our conversation.

Some things to look forward too. If does not look good then no problem. Let me know so we are not sitting at the table by ourselves.

Need to look into Cyndi and guarantee for min of 3 yr. Salary plus bonus.

Otherwise will not be interested.

Michael McGrath

Executive Vice President

Crump Insurance Services - San Francisco

415-537-2308(direct)

415-986-4553(Fax)

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12/5/2007

ALL000010

Regards,

Mike

Nick Cortez <NCORTEZ@allrisks.com> wrote:

Looking forward to dinner- would you let me know Cyndi's total comp numbers so that I can work them into the equation?
Thanks,
Nick

Nick Cortez
CEO
All Risks, Ltd.
10150 York Road, 5th Floor
Hunt Valley, MD 21030
Phone- 410-828-5810 ext. 3013
Fax- 410-828-8179
ncortez@allrisks.com

From: Michael McGrath [mailto:mcgrath.m@sbcglobal.net]
Sent: Monday, May 07, 2007 2:52 PM
To: Nick Cortez
Subject:

Nick:
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Couple of items

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if bought out I can cash out.(paid in full)
Deferred compensation(you have the amount and shares of current company**need to consider**
Not interested in taking a cut in pay. The latter amount suggested is min. on our conversation.
Some things to look forward too. If does not look good then no problem. Let me know so we are not
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Need to look into Cyndi and guarantee for min of 3 yr. Salary plus bonus.
Otherwise will not be interested.

Michael McGrath

Executive Vice President
Crump Insurance Services - San Francisco
415-537-2308(direct)
415-986-4553(Fax)

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12/4/2007

ALL000013

NC-6-5-07

From: Nick Cortezi
Sent: Tuesday, May 22, 2007 12:27 PM
To: Matt Nichols
Subject: FW:

FYI- will discuss when I return. nick

Nick Cortezi
CEO
All Risks, Ltd.
10150 York Road, 5th Floor
Hunt Valley, MD 21030
Phone- 410-828-5810 ext. 3013
Fax- 410-828-8179
ncortezi@allrisks.com

From: Michael McGrath [mailto:mcgrath.m@sbcglobal.net]
Sent: Tuesday, May 22, 2007 11:45 AM
To: Nick Cortezi
Subject: RE:

Nick:

Thought it would easier to see in writing what we would be talking about for us to consider a move.
Thanks again for dinner; we both had a good time.

As mentioned earlier we are set and comfortable for a min of 5-6 years based on acquisition of Bysis and overall plan for JC Flowers. Our main point besides salary is a commitment for 6 years. Based on our revenue projections for this year and next we would need the following:

6 Year Deal

Mike-Redacted min

Cyndi-Redacted min

Sign on Bonus-Redacted (combined) of which Redacted is my deferred compesation plan and shares of JC Flowers. We would also like to see the compensation plan as the above mentioned salaries are minimum(we fully expect to hit our bonus plan.)

****also have the usual parking, gas, and club dues(Golf) picked up on expense account.****

Does not make sense for us to move anywhere if the years and salaries are not guarenteed.

Couple of thoughts on paper.....

Regards,

Mike

12/4/2007

ALL000014

Nick Cortez <NCORTEZI@allrisks.com> wrote:

Looking forward to dinner- would you let me know Cyndi's total comp numbers so that I can work them into the equation?

Thanks,
Nick

Nick Cortez
CEO
All Risks, Ltd.
10150 York Road, 5th Floor
Hunt Valley, MD 21030
Phone- 410-828-5810 ext. 3013
Fax- 410-828-8179
ncortez@allrisks.com

From: Michael McGrath [mailto:mcgrath.m@sbcglobal.net]
Sent: Monday, May 07, 2007 2:52 PM
To: Nick Cortez
Subject:

Nick

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Couple of items

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Need to look into Cyndi and guarantee for min of 3 yr. Salary plus bonus.

Otherwise will not be interested.

Michael McGrath

Executive Vice President
Crump Insurance Services - San Francisco
415-537-2308(direct)
415-986-4553(Fax)

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12/4/2007

ALL000015

NC-5-5-07

From: Nick Cortezi
 Sent: Wednesday, May 23, 2007 4:57 PM
 To: Matt Nichols
 Subject: would you proof this overnight and give me some feedback? Rough Draft

Mike-
 You have a deal.
 We will guarantee you and Cyndi at the following salaries for 6 years:

You- Redacted
 Cyndi- Redacted

The employment contract will require you to exercise your best efforts on our behalf, and the only provisions that might waive our obligation to pay would be disability (we would put the same long term disability in place that you have now- let us know the details), death (we will put insurance policies in place to offset our obligation to you which would pay your estates in the event that you expire before the agreement does), and for cause (which will be described in detail and relate specifically to illegal or criminal actions that either of you may take which jeopardize your abilities to work in the business). Cyndi will report to you, and the one codicil is that her guarantee will be able to be waived by you in the event that you determine that she is not meeting your expectations.

We will pay a sign on bonus of Redacted in the form of an interest free loan to you which will be forgiven over the next 6 years at Redacted per year. In the event that you leave the contract either voluntarily or as a result of the disability, death of for cause, you will have to repay us the portion of the note which has not been forgiven.

We will pick up reasonable parking, gas, club dues, etc. I trust that you will be fair with us.

Your role will be Property Practice Leader- West Coast. Cyndi will join us as a Senior Broker. We don't do the title thing and we recognize our brokers as Brokers or Senior Brokers. Once an individual broker exceeds Redacted h retained, they are made a VP of the company in a non administrative sense, but in the interests of fairness, they have to do it while at All Risks.

From a P&L standpoint, you will be a carve out direct to Home office. This insulates you and Paul from the pressure on his P&L in the first years. When things work out financially over the coming years, we will look to roll it into the San Fran P&L, so that it is a win win for everyone.

Our office at 101 California has two great offices available for you and Cyndi (best views in the company, countrywide).

Bonus over and above salary will be earned as follows:

Year 1- 25% of Revenues over \$
 Year 2- 25% of Revenues over \$ Redacted
 Year 3- 25% of Revenues over \$

Support salaries and support bonus would be subtracted from Bonus amounts to determine the final bonus amount. We would not be deducting for reasonable travel and entertainment.

Years 4,5,6 we have two options that we can make available to you-

Option 1-

We guarantee your salaries 100%. Years 4,5,6 your bonus is based on the Broker Bonus plan (which is in force countrywide). A copy is attached. In essence we would pay you 45% of revenues less Redacted (your and Cyndi's fixed costs) less support costs (your additional support salaries and support bonus)- any overage would be your bonus. In no event would this number be less than the Redacted that represents your salaries combined. Note that our bonus plan increases the % paid to you to 47.5% once your exceed Redacted and this goes back to the first dollar. When you break 2MM, this generates immediate and meaningful impact.

12/4/2007

ALL000018

Option 2-

We agree to pay your salaries dollar for dollar up to Redacted. In other words, as long as you and Cyndi generate more than Redacted in revenue, you are guaranteed your salaries. If you fall short of Redacted in revenue, you would split proportionally the revenue on the same split that your salaries currently represent (73% to you, 27% to Cyndi). The upside is that we would add another 5% to the broker bonus plan which would take you to 50% if you are between 1 million and 2 Million total in revenues, and 52.5% if you exceed Redacted in revenues.

The attached Excel spreadsheet outlines how these would work.

Our broker bonus plan is much stronger than Crumps, and this should help us as we look to hire new brokers. I believe that if you and Cyndi are confident that you will write Redacted in revenues years 4-6, the decision to go with option 2 is pretty compelling. Regardless, it's pretty much a push for us either way and we will support your decision.

I think that this is what you asked for- and if I remember my Prisms course, I did upfront close on you! As you can see, we are reinventing the rule book to make this work. We want you two on the team- we believe that you will be a great fit with our people, and that together, we can have a lot of fun and make some great things happen over the next 15-20 years. I hope to get to work with you soon!

Nick

Nick Cortezi
CEO
All Risks, Ltd.
10150 York Road, 5th Floor
Hunt Valley, MD 21030
Phone- 410-828-5810 ext. 3013
Fax- 410-828-8179
nicortezi@allrisks.com

From: Michael McGrath [mailto:mcmgrath.m@sbcglobal.net]
Sent: Tuesday, May 22, 2007 11:45 AM
To: Nick Cortezi
Subject: RE:

Nick:

Thought it would easier to see in writing what we would be talking about for us to consider a move.
Thanks again for dinner; we both had a good time.

As mentioned earlier we are set and comfortable for a min of 5-6 years based on acquisition of Bysis and overall plan for JC Flowers. Our main point besides salary is a commitment for 6 years. Based on our revenue projections for this year and next we would need the following:

6 Year Deal

Mike-Redacted min

Cyndi-Redacted min

Sign on Bonus-Redacted (combined) of which Redacted is my deferred compensation plan and shares of JC Flowers. We would also like to see the compensation plan as the above mentioned salaries are minimum (we fully expect to hit our bonus plan.)

12/4/2007

ALL000019

****also have the usual parking, gas, and club dues(Golf) picked up on expense account.****

Does not make sense for us to move anywhere if the years and salaries are not guaranteed.

Couple of thoughts on paper.....

Regards,

Mike

Nick Cortezi <NCORTEZI@allrisks.com> wrote:

Looking forward to dinner- would you let me know Cyndi's total comp numbers so that I can work them into the equation?
Thanks,
Nick

Nick Cortezi
CEO
All Risks, Ltd.
10150 York Road, 5th Floor
Hunt Valley, MD 21030
Phone- 410-828-5810 ext. 3013
Fax- 410-828-8179
ncortezi@allrisks.com

From: Michael McGrath [mailto:mcgrath.m@sbcglobal.net]
Sent: Monday, May 07, 2007 2:52 PM
To: Nick Cortezi
Subject:

Nick

Good to go with Cyndi on the 16th at Cosmo's -6ish.
Couple of items

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Deferred compensation(you have the amount and shares of current company**need to consider**
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12/4/2007

ALL000020

Defendants' Privilege Log
Crump Insurance v. All Risks, Ltd. Michael McGrath,
 USDC (N. Cal) CASE No. C-07-4636 MMC

Bates Range Start	Bates Range End	Document Type	Subject	Author	Recipient	Cc	Document Date	Privilege / Confidentiality / Privacy	Page Count	Location
PRIVALL00001	PRIVALL00002	Email string	McGrath Agreement / follow-up	Cortez, Nick	Andrews, Phillip (Kramon & Graham, PA)	Nichols, Matt; Lassen, Jack; Brown, George (Kramon & Graham, PA); Khanna, Roma (Kramon & Graham, PA)	5/26/2007	Attorney-Client	2	Defense counsel's office
PRIVALL00003	PRIVALL00004	Email string	McGrath Agreement / follow-up	Cortez, Nick	Brown, George (Kramon & Graham, PA); Khanna, Roma (Kramon & Graham, PA)	Nichols, Matt; Lassen, Jack; Andrews, Phillip (Kramon & Graham, PA); Cortez, Nick	5/29/2007	Attorney-Client	2	Defense counsel's office
PRIVALL00005	PRIVALL00007	Email string	McGrath Agreement / follow-up	Nichols, Matt	Andrews, Phillip (Kramon & Graham, PA); Cortez, Nick	Lassen, Jack; Khanna, Roma (Kramon & Graham, PA); Brown, George; (Kramon & Graham, PA)	5/30/2007	Attorney-Client	3	Defense counsel's office
PRIVALL00008	PRIVALL00008	Email string	Cyndi's Agreement	Cortez, Nick	McGrath, Michael	Andrews, Phillip (Kramon & Graham, PA); Nichols, Matt; Cortez, Nick	5/30/2007	Attorney-Client	1	Defense counsel's office
PRIVALL00009	PRIVALL00010	Email string	Michael McGrath; Property Practice Compensation Agreement	Khanna, Roma (Kramon & Graham, PA)			Undated	Attorney-Client	2	Defense counsel's office
PRIVALL00011	PRIVALL00011	Email	Michael McGrath; Property Practice Compensation Agreement	Brown, George (Kramon & Graham, PA)			Undated	Attorney-Client	1	Defense counsel's office
PRIVALL00012	PRIVALL00013	Email string	Michael McGrath	Cortez, Nick	Nichols, Matt; Lassen, Jack	Brown, George (Kramon & Graham, PA)	5/31/2007	Attorney-Client & Work Product	2	Defense counsel's office

Defendants' Privilege Log
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PRIVALL00016	PRIVALL00017	Email string	Michael McGrath	Cortez, Nick	Nichols, Matt; Lassen, Jack	Brown, George (Kramon & Graham, PA)	5/31/2007	Attorney-Client & Work Product	2	Defense counsel's office
PRIVALL00018	PRIVALL00019	Email string	Michael McGrath	Nichols, Matt	Cortez, Nick; Lassen, Jack	Brown, George (Kramon & Graham, PA)	5/31/2007	Attorney-Client & Work Product	2	Defense counsel's office
PRIVALL00020	PRIVALL00021	Email string	Michael McGrath	Nichols, Matt	Cortez, Nick; Lassen, Jack	Brown, George (Kramon & Graham, PA)	5/31/2007	Attorney-Client & Work Product	2	Defense counsel's office
PRIVALL00022	PRIVALL00023	Email string	Final McGrath Agreement	Khanna, Roma (Kramon & Graham, PA)	Lassen, Jack; Nichols, Matt	Andrews, Phillip (Kramon & Graham, PA); Brown, George (Kramon & Graham, PA)	6/1/2007	Attorney-Client & Work Product	2	Defense counsel's office
PRIVALL00024	PRIVALL00025	Email string	Michael McGrath; Property Practice Compensation Agreement	Khanna, Roma (Kramon & Graham, PA)	Cortez, Nick; Nichols, Matt; Lassen, Jack	Andrews, Phillip (Kramon & Graham, PA); Brown, George (Kramon & Graham, PA)	5/31/2007	Attorney-Client & Work Product	2	Defense counsel's office
PRIVALL00026	PRIVALL00026	Email string	Final McGrath Agreement	Cortez, Nick	Goins, Li Na; Lassen, Jack	Brown, George (Kramon & Graham, PA); Khanna, Roma (Kramon & Graham, PA); Andrews, Phillip (Kramon & Graham, PA)	6/4/2007	Attorney-Client & Work Product	1	Defense counsel's office

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Bates Range Start	Bates Range End	Document Type	Subject	Author	Recipient	Cc	Document Date	Privilege / Confidentiality / Privacy	Page Count	Location
PRIVALL00027	PRIVALL00027	Email string	Agreement	Brown, George (Kramon & Graham, PA)	Cortezi, Nick	Nichols, Matt; Lassen, Jack; Andrews, Phillip (Kramon & Graham, PA)	5/31/2007	Attorney-Client & Work Product; Confidential Proprietary Information / Privacy Rights	1	Defense counsel's office
PRIVALL00028	PRIVALL00028	Email string	Cyndi's Agreement	Cortezi, Nick	McGrath, Michael	Andrews, Phillip (Kramon & Graham, PA); Nichols, Matt; Cortezi, Nick	5/30/2007	Attorney-Client; Confidential Proprietary Information / Privacy Rights	1	Defense counsel's office
PRIVALL00029	PRIVALL00029	Email string	Cyndi Agreement	Cortezi, Nick	Andrews, Phillip (Kramon & Graham, PA); Brown, George (Kramon & Graham, PA)	Nichols, Matt; Lassen, Jack; McGrath, Michael	5/31/2007	Attorney-Client; Confidential Proprietary Information / Privacy Rights	1	Defense counsel's office

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Number of pages : 013
Start time : 25-06 05:44pm
End time : 25-06 05:48pm
Pages sent : 013
Status : OK

Job number : 683 *** SEND SUCCESSFUL ***

**CURIALE DELLAVERSON HIRSCHFELD &
KRAEMER, LLP**

FACSIMILE TRANSMITTAL SHEET

DATE: June 25, 2008

TO:
Dylan B. Carp
JACKSON LEWIS LLP

FAX NO.:
(415) 394-9401

PHONE NO.:
(415) 394-9400

FROM: Kristen L. Williams **PHONE:** (415) 835-9051
RE: Crump v. Michael P. McGrath and All Risks, LTD

CLIENT/MATTER NUMBER: 60170.002

NUMBER OF PAGES WITH COVER PAGE: 13 **Originals Will Follow in Regular Mail**

MESSAGE:

Please see attached letter and documents.

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4822-7575-2898

**CURIALE DELLAVERSON HIRSCHFELD &
KRAEMER, LLP**

FACSIMILE TRANSMITTAL SHEET

DATE: June 25, 2008

To:

Dylan B. Carp
JACKSON LEWIS LLP

FAX No.:

(415) 394-9401

PHONE No.:

(415) 394-9400

FROM: Kristen L. Williams

PHONE:

(415) 835-9051

RE: Crump v. Michael P. McGrath and All Risks, LTD

CLIENT/MATTER NUMBER: 60170.002

NUMBER OF PAGES WITH COVER PAGE: 13 Originals Will Follow in Regular Mail

MESSAGE:

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